IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.1532 OF 2005

M/s.Khatau Investments Pvt.Ltd. ...Plaintiff.
Versus
Majeed Moosa. ...Defendant.

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Ms. Kavita A. Shah for the Plaintiff.
None for the Defendant.

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CORAM : DR. D.Y. CHANDRACHUD, J.

March 26, 2007.

P.C.:

The suit under Order 37 of the Code of Civil Procedure, 1908, has been instituted on the basis of 38 invoices totally in the amount of Rs.7,94,001.45 representing the value of goods sold, supplied and delivered to the Defendant. The Defendant made part payment of an amount of Rs.27269.02. A notice of demand was addressed by the Plaintiff on 24th February 2005 to which there was no reply. The suit was accordingly instituted on 25th April 2005 for the recovery of an amount of Rs.12,00,380/- with interest on the principal sum of Rs.7,66,732.43 from the date of the suit until payment or realisation.

The Defendant was served with the Writ of Summons,

but has not entered appearance. An affidavit of service has been filed. The Plaintiff has filed a compilation of the original documents on which reliance was placed in support of the claim in the suit. Since the Defendant has not entered appearance despite service of the writ of summons, the Plaintiff shall be entitled to a decree in terms of the provisions of Order 37 of the Code of Civil Procedure, 1908. The claim of the Plaintiff falls within the purview of Order 37 and has been duly established on the basis of the evidence produced on record. The suit shall accordingly stand decreed in terms of prayer clause (a), subject to the modification that the Plaintiff will be entitled to interest at the rate of 9% per annum from the date of the suit until payment or realisation.

Refund of Court fee, if any, as per rules.

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